

**CALIFORNIA PARTICIPATING ADDENDUM  
WESTERN STATES CONTRACTING ALLIANCE  
DATA COMMUNICATIONS EQUIPMENT  
AND ASSOCIATED OEM MAINTENANCE & TRAINING  
ENTERASYS NETWORKS, INC.  
MASTER PRICE AGREEMENT  
7-07-70-07**

1. **Scope:** This Participating Addendum covers the purchase of Data Communications Equipment and Associated OEM Maintenance & Training for all State Agencies and will include all California local governments/political subdivisions. A local government/political subdivision is defined as any city, county, city and county, district, or other local governmental body or corporation, including the California State Universities (CSU) and University of California (UC) systems, K-12 schools and community colleges empowered to expend public funds. Each local government/political subdivision should make its own determination whether the WSCA program is consistent with their procurement policies and regulations.
2. **Changes:** Changes to the terms and conditions of the signed Master Price Agreement are as follows:
  - a. The California General Provisions (CAGP) Revision 8/20/2007 (GSPD-401Non IT Commodities based on April 12, 2007 standard) for WESTERN STATES CONTRACTING ALLIANCE (WSCA) Data Communications Equipment and Associated OEM Maintenance & Training as attached become a part of this Participating Addendum.
  - b. The California General Provisions (CAGP) shall prevail if there is a conflict between the terms and conditions of the contractor's WSCA State of Utah, Statewide Contract, packaging, invoices, catalogs, brochures and technical data sheets.
  - c. State of Utah, Statewide Contract number Master Services Agreement **AR-1470** changed for California to **7-07-70-07**.
  - d. State of Utah, Statewide Contract cover page, is hereby modified as follows: "Original Award Date" changed to "Effective Date 2/7/2008".
  - e. DGS Termination of Contract

The State may terminate this contract at any time upon one-month prior written notice. Upon termination or other expiration of this contract, each party will assist the other party in orderly termination of the contract and the transfer of all assets, tangible and intangible, as may facilitate the orderly, nondisrupted business continuation of each party. This provision shall not relieve the contractor of the obligation to perform under any purchase order or other similar ordering document executed prior to the termination becoming effective.
  - g. At the State's sole option, the Department of General Services (DGS) reserves the right to invoke negotiations pursuant to Public Contract Code Section 6611, in accordance with existing guidelines and procedures adopted by the Department of General Services.
  - h. **Reports & Administrative Fee:** A report shall be submitted to the California Contract Administrator for all California purchases (State and Local Government/Political Subdivisions) providing the following information:

Agency Name, Purchase Order Number, Purchase Order Date, Total Purchase Order Amount, WSCA Administrative Fee Dollar Amount, Agency Contact Name, Agency Address, Agency Telephone Number, Total Dollars for the quarter.

The Contractor shall submit a check, in addition to the report, payable to the State of California for the calculated administrative fee for an amount equal to one percent (0.01) of the sales for the quarterly period. This fee shall be included as an adjustment to contractors WSCA pricing and not invoiced or charged to the purchasing entity.

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A report is due even when there is no activity. Any report that does not follow the required format or that excludes information will be deemed incomplete. Failure to submit reports and fees on a timely basis shall constitute grounds for suspension of this agreement. Reports and fee delivery will be in accordance with the following schedule.

Calendar Quarter 1	(JAN 1 to MAR 31)	<b>Due APR 30</b>
Calendar Quarter 2	(APR 1 to JUN 30)	<b>Due JUL 31</b>
Calendar Quarter 3	(JUL 1 to SEP 30)	<b>Due OCT 31</b>
Calendar Quarter 4	(OCT 1 to DEC 31)	<b>Due JAN 31</b>

**Payment of the administrative fee by Contractor shall be made to DGS irrespective of reimbursement by each participating entity.**

The administrative fee check and report should be submitted to the following address:

Lenaya Salman  
Department of General Services  
Procurement Division  
Multiple Award Program  
707 Third Street, 2nd Floor, West Sacramento, CA 95605

- i. The primary state government contact for this Participating Addendum is as follows:

Department of General Services  
Procurement Division  
Multiple Award Program  
707 Third Street, 2nd Floor, West Sacramento, CA 95605  
Contact: Lenaya Salman  
E-mail: [lenaya.salman@dgs.ca.gov](mailto:lenaya.salman@dgs.ca.gov)  
Phone: (916) 375-4389  
Fax: (916) 375-4663

- j. The primary Enterasys Networks, Inc. CUSTOMER contact for this Participating Addendum is as follows:

Address: 50 Minuteman Road  
Andover, MA 01810  
Contact: Pat Long  
Email: [Plong@enterasys.com](mailto:Plong@enterasys.com)  
Phone: 978/684-1647  
Fax: 978/684-1658

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k. Price Agreement Number:

The price agreement number for the Participating State is 7-07-70-07. The Master Price Agreement Number MUST be shown on all Purchase Orders issued against this Agreement.

This Addendum and the Price Agreement together with its exhibits, set forth the entire agreement between the parties with respect to the subject matter of all previous communications, representations or agreements, whether oral or written, with respect to the subject matter hereof. Terms and conditions inconsistent with, contrary or in addition to the terms and conditions of this Addendum and the Price Agreement, together with its exhibits, shall not be added to or incorporated into this Addendum or the Price Agreement and its exhibits, by any subsequent purchase order or otherwise, and any such attempts to add or incorporate such terms and conditions are hereby rejected. The terms and conditions of this Addendum and the Price Agreement and its exhibits shall prevail and govern in the case of any such inconsistent or additional terms.

h. Effective Dates:

This Participating Addendum shall be effective upon approval by the Department of General Services and will continue until the End Date of the Master Price Agreement. Lead State amendments to extend the term date are automatically incorporated into this Participating Addendum unless terminated early in accordance with the terms and conditions of the Master Price Agreement or this Participating Addendum.

i. Servicing Subcontractors/Resellers:

Enterasys intends to service the State of California through servicing Subcontractors/Resellers. Only those Contractor Resellers/Dealers authorized by Enterasys are eligible to support the WSCA Master Price Agreement. Enterasys Resellers/Dealers are only authorized to quote to the Participating Entity the products and pricing specified by Enterasys for the WSCA Master Price Agreement.

Inclusion of the Resellers/Dealers identifier in the Purchase Order may result in a fee payment to the Resellers/Dealers. Such fee payment will not affect the pricing specified in the WSCA/NASPO Master Price Agreement.

A list of all approved Enterasys Subcontractors/Resellers is attached. (Attachment A)

**IN WITNESS WHEREOF, the parties have executed this Participating Addendum as of the date of execution by both parties below.**

**ORIGINAL SIGNATURES ON FILE**

State of California:

Enterasys Networks, Inc.

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: Adrian Farley

Name: \_\_\_\_\_

Title: Interim Deputy Director

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_



**Attachment A**  
**Approved Resellers**  
**Revised 08/05/2008**

**Archer Technology Group**

8701 Swigert Ct  
Bakersfield, CA 93311  
Contact: Ryan Archer  
Phone: 661-847-1200  
Fax: 661-847-1201  
[sales@archertechgroup.com](mailto:sales@archertechgroup.com)  
FEIN: 20-2014918

**Attain Technologies**

7425 South Peoria Street, Suite 102  
Englewood, CO 80112  
Contact: Jim Freeman  
Phone: (303) 790-7100  
Fax: (303) 723-8219  
[jim@attaintech.com](mailto:jim@attaintech.com)  
FEIN: 84-1580912

**Capital Network Solutions, Inc.**

9795 Business Park Drive, Suite A  
Sacramento CA 95827  
Contact: Don Wilemon  
Phone: 916-366-6566  
Fax: 916-366-3139  
[don@cns-service.com](mailto:don@cns-service.com)  
FEIN: 94-3275071

**Coeur d'Com Communications, Inc.**

1703 N 3<sup>rd</sup> Street  
Coeur d'Alene, ID 83814  
Contact: Jeff Adams  
Phone: 208-667-2031  
Fax: 208-665-9209  
[jeff@coeurd.com](mailto:jeff@coeurd.com)  
FEIN: 82-0530513



**Dynamic Systems, Inc.**

5261 W. Imperial Highway

Los Angeles CA 90045

Contact: Erin Ballew

Phone: 310-337-4400

Fax: 310-337-4420

[Erin.ballew@Dynamicsystemsinc.com](mailto:Erin.ballew@Dynamicsystemsinc.com)

FEIN: 95-4528829

**Embee Computer Design Group**

**Db a Embee Technologies**

16592 Millikan Avenue

Irvine CA 92606

Contact: Rob Clement

Phone: 949-266-1720

Fax: 949-435-1596

[rclement@embeetech.com](mailto:rclement@embeetech.com)

FEIN: 33-0698702

**En Pointe Technologies Sales**

1871 S Figueroa Street

Gardena CA 90248-4506

Contact: Imran Yunus

Phone: 310-337-5908

Fax: 310-258-2310

[iyunus@enpointe.com](mailto:iyunus@enpointe.com)

FEIN: 95-4650291

**Intervision Systems Technologies Inc.**

2250 Walsh Avenue

Santa Clara, CA 95050

Contact: Brian Gibson

408- 567-4230

[bgibson@intervision.com](mailto:bgibson@intervision.com)

FEIN: 77-0343437

**JT Tech**

13715 East Kronquist Road

Spokane, Washington 99217

Contact: Brian Jacobson

Phone: 509-279-0543

Fax: 509-279-0316

[jake@jttech.biz](mailto:jake@jttech.biz)

FEIN: 53-6600113



**MNJ Technologies Direct, Inc.**

PO Box 7461

Buffalo Grove, IL 60089

Contact: Robert Mueller

Phone: 847-876-8849

Fax: 847-876-5649

[rmueller@mnjtech.com](mailto:rmueller@mnjtech.com)

FEIN: 01-0560518

**NE Systems Incorporated**

25106 Barnhill Road

Santa Clarita CA 91350

Contact: Ed Padilla

661- 714-5431

661-287-1560

[ed.padilla@ne-systems.net](mailto:ed.padilla@ne-systems.net)

FEIN: 04-0930513

**Network Management Corporation**

4616 Roseville Road, Ste 107

North Highlands, CA 95660

Contact: James Rounsville

Phone: 916-332-5841

Fax: 916-334-9647

[James.rounsville@netmgmt.com](mailto:James.rounsville@netmgmt.com)

FEIN: 94-3247387

**Packet Fusion, Inc.**

1900 S. Norfolk Street, Ste. 110

San Mateo, CA 94403-1161

Contact: Matthew Pingatore

Phone: 650-292-6015

Fax: 650-292-6030

[mpingatore@packetfusion.com](mailto:mpingatore@packetfusion.com)

FEIN: 26-0012307

**Southwest Surveillance Systems**

6265 S. Valley View, Suites L/M

Las Vegas, NV 89118

Contact: Scott Bartlett

702-876-0807

Fax: 702-617-3976

[scott@southwestsys.com](mailto:scott@southwestsys.com)

FEIN:88-0513980



**Starnet Data Design, Inc.**

2659 Townsgate Rd #227

Westlake Village, CA 91361

Contact: Steve Marks

Phone: (805) 371-0585

Fax: (805) 494-7626

[smarks@starnetdata.com](mailto:smarks@starnetdata.com)

FEIN: 95-4419558